



Board of Education Agenda

SPECIAL MEETING

February 7, 2024

5:30 pm

Washington Campus Gym

645 Alger St

Owosso, MI 48867

1. Call to Order

2. Pledge of Allegiance

3. Agenda Items

1. MASB Contract for Consultant Services – Superintendent Search
2. Interim Superintendent – Temporary, Dave Schulte RESD
3. Regular Meeting Minutes – January 24, 2024
4. Special Meeting Minutes – January 31, 2024
5. Thrun Policy Amendment – 4405-R Reduction in Force and Recall
6. Tabled Thrun Policies –
 - 4404 Performance Based Compensation
 - 4503-R Performance Evaluation
 - 4409-R Non-Renewal
 - 4504 Performance Based Compensation
7. Tabled Attorney Retainer

5. Board Comments

6. Public Participation

8. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting.
Board Policy 0166

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-104**

FOR ACTION

Subject:

Michigan Association of School Boards Search Proposal

Statement of Purpose/Issue:

Resolve that the Board of Education approve the attached Search Proposal drafted by MASB to aid Owosso Public Schools in the superintendent search.

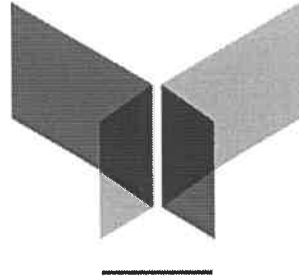
Facts / Statistics:

The School District has a vacancy in the office of its Superintendent of Schools and desires to search for a qualified candidate for this position; and the Michigan Association of School Boards, through its consultant, is willing to act as Consultant and Advisor to the School District and render services to assist in the employment of a new Superintendent. If agreed by both parties, MASB agrees to serve as Advisor and Consultant to the School District in the selective recruitment process for a new Superintendent.

District Goal Addressed:

Superintendent Search

Motion
Seconded
Vote – Ayes Nays Motion



MASB
MICHIGAN ASSOCIATION
OF SCHOOL BOARDS

EXECUTIVE SEARCH SERVICES
presents

A PROPOSAL FOR SERVICES FOR:

Owosso Public Schools



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About MASB

The Michigan Association of School Boards has been providing quality educational leadership services to Michigan boards of education for more than 70 years. We are unique in the superintendent search arena in that we are a 501(c)(3) nonprofit service organization that specializes in custom services for boards of education. Other entities offering superintendent searches tend to be for-profit firms and franchises.

Should Owosso Public Schools retain MASB's Executive Search Services, you will, in effect, be hiring the entire Association. You will gain access to MASB's professional staff, extensive network and resources in their entirety.

Why Choose MASB

MASB is the market leader in superintendent recruitment and selection in Michigan because we're committed to serving boards of education and, in doing so, creating positive outcomes for students.

Our approach to superintendent search is based upon four core tenets:

1. The responsibility of hiring the superintendent rests solely with the board of education.
2. Choosing the most highly qualified individual—who also represents the ideal fit in your community—is critical to the academic achievement and well-being of your students.
3. Searching for and selecting a superintendent should be an inclusive process that meaningfully engages all stakeholders.
4. Boards of education must have access to all information pertinent to making a sound, informed selection.

MASB is beholden only to boards and has no obligation to place certain candidates.

Nationwide Network

As a member of the National Affiliation of Superintendent Searchers, MASB is connected to a network of superintendent search consultants who assist with recruitment and vetting of candidates. NASS enables MASB to harness the skills and collective networks of search professionals across the country with proven track records of accomplishment, characterized by integrity, passion and focus. MASB has placed more than 15 out-of-state candidates into Michigan superintendent positions in recent years and has provided counsel on dozens of searches in other states.



Open Meetings Act

MASB and its consultants are well versed in the intricacies of the Open Meetings Act and relevant public record laws. All MASB search consultants have ready access to our experienced team of attorneys for any necessary legal consultation. MASB Legal Counsel Brad Banasik, J.D. is recognized as one of Michigan's foremost authorities on the OMA.

Recruitment of Candidates

MASB has a strong track record in diversity and is committed to recruiting a diverse, qualified pool of candidates for Owosso Public Schools. We will do this by working our extensive network of state and national contacts along with making available a variety of job posting options to maximize the visibility of this position.

Utilization of an equity lens as it relates to business practice and decision-making is a complex topic that warrants more than a brief mention in this proposal. A sampling of issues related to this topic that MASB consultants can provide guidance on include:

- Types of bias that impact selection and success of the candidate chosen (and how to overcome them)
- Recruitment and selection practices that hinder equity
- How the opportunity gap can cause boards to overlook talent

Database of Candidates

Even though MASB does not maintain a "pool" of candidates, our applicant-tracking software does allow us access to a database of those applicants who have professed an interest in open superintendent positions in Michigan. As a result, a vast majority of the candidates in our searches are coming to us through our recruiting efforts, our employment postings, or through our extensive state and nationwide connections. MASB's Revelus Application system allows all of our postings to be seen in those states that are also using this system. This has significantly increased the number of out-of-state applicants applying for our searches.

Vetting

During the application phase, applicants are entitled to strict confidentiality. Applicants are subject to a rigorous application process and extensive paper screening related to the selection criteria established by a board of education. MASB is able to make discreet inquiries during this phase and leverage the knowledge of applicants garnered in previous state and national searches.

Once a candidate has accepted an interview, relinquishing their right to confidentiality, significant personal and professional reference checks are conducted. Reference checks are sent to individuals listed by the candidates as well as those not listed but accessed by MASB via its extensive state and national networks. While optional, MASB encourages board members to consider making some reference checks themselves in order to gain a better feel for a candidate's prospective fit and leadership style.

Throughout the search, MASB vets every issue reported to its consultants, determining the validity of accusations that invariably surface once candidate names become public. Findings are reported to the board in a timely and straightforward manner.

Background Checks and Screening of Applicants

MASB's processes for screening of applicants and background checks reflect industry best practices and are compliant with the complex web of laws that govern superintendent selection in Michigan.

Based on each district's specific needs, MASB offers a host of checks including, but not limited to, checks on identity, criminal records, civil records, employment, and verification of education, employment and professional licensing. Additional fees apply.

All checks are conducted in a manner that is consistent with state and federal laws and entities including the Fair Credit Reporting Act and the Equal Employment Opportunity Commission.

Screening assessments can provide additional insight about candidates. MASB routinely conducts DISC Behavioral and Superintendent Achiever Assessments for districts as requested. Additional fees apply.

Search Team

MASB has a diverse and well-qualified search team consisting of retired superintendents, board members and experienced staff.

MASB Staff Contacts

Greg Sieszputowski, M.Ed.

Director of Leadership Development and Executive Search Services
gregs@masb.org | 517.327.9224

Jay D. Bennett, M.Ed.

Assistant Director of Executive Search Services
jbennett@masb.org | 517.327.5928

Proposed Search Plan

MASB's Executive Search Services provides comprehensive support throughout the search process with special emphasis on stakeholder engagement and recruiting high-quality candidates. MASB's Search Team will support the board and district staff through all phases of the search process.

MASB's search process is turnkey and generally spans 12-14 weeks; however, there can be some expansion or compression depending on transition circumstances, district activities and calendars of busy school board trustees. While some time efficiencies may be found, it's important to allow adequate time to maintain the integrity of the search. We will work directly with the Owosso Public Schools Board of Education to identify the optimal begin and end dates for the search and adjust the benchmarks accordingly.

Planning (1 week)

MASB will work with the board of education to establish a timeline for the search, develop a plan for stakeholder engagement, identify a compensation strategy and publish a preliminary posting about the vacancy.

Preparation (2-3 weeks)

MASB will implement the stakeholder engagement plan and work with the board of education to develop selection criteria for the vacancy. This will include conducting focused conversations with stakeholder groups, collecting perceptual data via an online survey collector and educating stakeholders about the search process as well as mechanisms for input prior to the selection of candidates.

Findings are reported to the board of education in a public meeting and ultimately serve to inform the board's development of selection criteria.

Recruitment (6-8 weeks)

Recruitment of top talent is key to this process. MASB will work with the board of education, district staff, leadership and our unparalleled in-state and national networks to personally recruit competent, highly skilled leaders to this vacancy. The expertise of MASB's award-winning Communications, Public Relations and Marketing Team will be leveraged to ensure tremendous reach and visibility.

Advertising included in the Proposal Fee:

- MASB publications, website and social media outlets
- MIStaff, listing of education jobs available in Michigan
- NASS posting with other state organizations
- Publications of other education associations, as available

Outreach to/identification of qualified prospects will be based on:

- Alignment to the Selection Criteria
- Likely career trajectory of a prospect
- Recommendation received from board of education trustees and stakeholders
- Referrals to MASB via our extended networks of consultants and colleagues

MASB consultants will field inquiries from prospects and reach out to them to foster interest in the vacancy and an understanding of candidates' backgrounds and motivation.

Interviews (2-3 weeks)

MASB will facilitate and manage the screening and interview process on behalf of the board of education—and do so in a manner that reinforces the board of education’s sovereign role in governance and complies with Michigan’s OMA.

MASB has found the following aspects of this phase as particularly noteworthy:

- The board of education will be provided access to the entire pool of applicants; winnowing of the pool will be done by the board in accordance with OMA and with support from MASB.
- MASB will provide the board with a list of top-tier candidates who present the strongest candidacy based on a rigorous paper screening against the selection criteria and information available during this phase of the search.
- Candidate screening and interviews (questions and format) will be designed and administered in such a way as to ensure equity and transparency while also helping the board of education discern strengths and potential challenges related to each candidate.

Selection (1-2 weeks)

MASB advises boards of education not to make a decision until they can feel good about the decision being made. This means an MASB search doesn’t end with two cycles of interviews—an MASB search ends when the board has enough information to feel confident about the selection it is making.

Screening assessments, background checks, organized reference checks, structured interviews, writing assignments and site visits are just a few of the strategies that we leverage to help boards of education garner information about candidates.

After a selection is made, MASB will assist the board, as needed, with contract negotiations and transition planning.

Support

MASB supports and monitors the searches we conduct well past the new superintendent’s start date and throughout the first year. Soon after the new superintendent begins, we help the governance team by facilitating a workshop called Successful Superintendent Transition to establish expectations for the first year. Additionally, our network of retired superintendents and consultants will stay in touch with your superintendent and board president to make sure the relationship gets off to a good start.

Board/Staff Assistance

MASB will work closely with the Owosso Public Schools Board of Education to design a search process tailored to the unique needs of the community and execute the search in a manner that is consistent with the district’s expectations regarding professionalism, integrity and equity.

The board of education is integral to the search process and is ultimately responsible for selection of the superintendent. MASB will facilitate the search in such a way that supports the authority of the board, honoring its practices related to governance and the district’s commitment to inclusion and equity.

MASB will work with the board of education and district staff members to ensure transparency, meaningful engagement of stakeholders and impeccable execution of search-related activities. MASB will require direct assistance from staff—largely in the areas of coordinating communications

and logistics for meetings and stakeholder input sessions. We go to great lengths to respect staff time and district resources.

Fees

The fee for the search is \$6,719.04. This fee covers expenses such as mileage (at the Internal Revenue Service's current rate), meals and lodging. Additional and optional fee-based processes, such as screening assessments and supplemental local or national advertising, will be discussed with the board's representative prior to execution. Expenses will be billed to the district as part of the billing process.

Screening Assessments—Screening assessments can be coordinated by your consultant.

- DISC Behavioral Assessment - \$90 per candidate
- Superintendent Achiever Assessment - \$300 per candidate

Background Checks—Premium checks, including education and employer verification, start at \$79 per candidate inquiry.

Supplemental Advertising Opportunities Available and Related Fees

- Local newspapers (paid advertising)
- Ed Week, TopSchoolJobs, \$495 for a 30-day online job posting with unlimited text or html
- The School Superintendents Association, \$559 for a 30-day online job posting
- National Alliance of Black School Educators, \$300 for a 30-day posting
- Association of Latino Administrators and Superintendents, \$250 for a six-week posting

Guarantee of Service

MASB's Executive Search Services guarantees the quality of our service in the following ways:

- A 'no surprise' guarantee—Our consultants will not withhold background information on candidates and we work closely with you to ensure that stakeholders are well informed about the process.
- Satisfaction guarantee—If the candidate pool falls short of the board of education's expectations or if the superintendent placed should remain for less than one year, we will conduct the search again for no additional search fee; reimbursement of out-of-pocket expenses still applies.

Staff Contacts

Greg Sieszputowski, M.Ed.

Director of Leadership Development and Executive Search Services

gregs@masb.org | 517.327.9224

Jay D. Bennett, M.Ed.

Assistant Director of Executive Search Services

jbennett@masb.org | 517.327.5928

MASB Contract—Superintendent Search

1. Definition of Product or Service

WHEREAS, the School District has a vacancy in the office of its Superintendent of Schools and desires to search for a qualified candidate for this position; and

WHEREAS, the Michigan Association of School Boards, through its consultant, is willing to act as Consultant and Advisor to the School District and render services to assist in the employment of a new Superintendent.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Consultant agrees to serve as Advisor and Consultant to the School District in the selective recruitment process for a new Superintendent.

I. The Board of Education agrees to pay MASB for professional services and to reimburse MASB for all out-of-pocket expenses of the Consultant. In the event the search is reopened or extended, the Board of Education agrees to reimburse MASB for any additional out-of-pocket expenses such as advertising, background checks and screening assessments. Once a final candidate has been chosen it will be the school district's responsibility to conduct state-mandated fingerprinting, background and employment misconduct checks.

II. Consultant agrees:

- a. To assist the Board in selection criteria development, including group interviews of board members, staff and citizens.
- b. To advertise vacancy and solicit nominations and applications.
- c. To organize and facilitate a screening of all applicants.
- d. To assist the Board in preparation for the interview process.
- e. To render such other professional services in connection therewith as may be required to enable the Board of Education to make a knowledgeable decision in the selection of a new Superintendent.

III. Consultant will communicate with such district personnel as the Board may from time to time designate, and will update the Board of Education at regular intervals.

IV. The Board of Education agrees to reimburse MASB for both fees and expenses for any additional consultants as agreed upon prior to services being rendered.

2. Independent Contractor and Liability

In the performance of the services provided under this agreement, MASB, through its Consultant, shall be an independent contractor. Under the Revised School Code, the MASB Consultant has no legal authority to enter into contracts or agreements with applicants on behalf of the Board of Education and is not an employee, agent, joint venturer or representative of the Board of Education.

The Board of Education acknowledges that only it can hire the School District's Superintendent. The Board of Education agrees, to the extent allowable by law, to defend, hold harmless and to indemnify MASB and its Consultant against all claims, losses, liability and damages associated with the selection and hiring of the School District's Superintendent.

3. Effective Date

This Agreement will commence on or about 2/1/2024; however, if no date is specified, the Agreement will commence upon the Association's receipt of this executed Contract and either a purchase order or payment of fees from the District.

4. Term

The Contract will terminate upon completion of the terms of the Contract.

5. Fees

The district agrees to pay the Association the fee of \$6,719.04 and reimburse the Association for any additional expenses such as screening assessments and supplemental local or national advertising.

6. Guarantee of Services

MASB acknowledges the Guarantee of Services, including the "no surprise guarantee" and "satisfaction guarantee" as described in MASB's proposal.

7. Payment

The District agrees to pay the fee(s) under this Contract according to the following schedule:
50% (\$3,359.52) upon signed contract
50% (\$3,359.52) plus any additional approved expenses due upon completion.

8. Termination

This Agreement may be terminated by the District at any time by written notice to MASB. Upon termination of this Contract, the Association shall cease its delivery of services to the District and all money owed to the Association shall become immediately due and payable. This amount will be for services rendered, including out-of-pocket expenses, to the date of termination.

9. Authority

The District represents that the person signing this Contract has full authority to enter into the Contract. Further, either party may rely upon a digital signature as if it were an original, and the failure of a party to have possession of a manually executed original will not affect the validity, enforceability or binding nature of this Contract.

10. Warranties

Except for the services and obligations imposed by the express terms of this Contract, the District and the Association agree there are no other warranties attached to this Contract.

11. Entire Contract

This Contract contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein.

ON BEHALF OF MICHIGAN ASSOCIATION OF SCHOOL BOARDS

ON BEHALF OF SCHOOL DISTRICT

Owosso Public Schools



Signed:

Don P. Wotruba
Executive Director
2/1/24

Printed Name:

Title: _____

Date: _____

Statement of Assurance

The Michigan Association of School Boards assures and certifies compliance with state¹ and federal laws² as they relate to conducting the process of searching for a new Superintendent. Specifically, MASB assures that:

The screening and interviewing of applicants will be performed in compliance with Michigan's Open Meetings Act, which permits closed sessions to review applications for employment if requested by the applicant and requires all interviews to be conducted in open session.

The requirements of Michigan's Freedom of Information Act will be followed when requests for documents relating to the search are submitted to the district.



Signature of Authorized Representative

Greg Sieszputowski, M.Ed.

Printed Name

Director, Leadership Development &

Executive Search Services/MASB

Title/Organization

2/1/24

Date Submitted

¹These include, but are not limited to: (a) The Elliott-Larsen Civil Rights Act (Act 453 of 1976), which prohibits discrimination on the basis religion, race, color, national origin, age, sex, height, weight, familial status or marital status; (b) Persons With Disabilities Civil Rights Act (Act 220 of 1976), which prohibits discrimination on the basis of a disability; and (c) the requirements of any other state nondiscrimination statute(s) that may apply.

²These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 540 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other federal nondiscrimination statute(s) that may apply.

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-105**

FOR ACTION

Subject:

Cooperative Agreement – Interim Superintendent

Statement of Purpose/Issue:

Resolve that the Board of Education approve the attached cooperative agreement with the Shiawassee Regional Educational Service District and David Schulte for the purpose of providing Owosso with an interim Superintendent of Schools.

Facts / Statistics:

The School District has a vacancy in the office of its Superintendent of Schools and desires to enter into this Agreement to enable Owosso to receive the services of RESD Superintendent David E. Schulte as Interim Superintendent without directly employing a Superintendent ("Dual Superintendent"), on terms which will protect, advance and promote the interests of both the RESD and Owosso, and thereby avoid any legal or functional incompatibility as could affect either entity or the individual serving as Superintendent and Interim Superintendent of Schools.

District Goal Addressed:

Interim Superintendent

Motion

Seconded

Vote – Ayes

Nays

Motion

COOPERATIVE AGREEMENT

This Agreement is entered into between the Shiawassee Regional Educational Service District ("RESD"), a Michigan Intermediate School District, whose address is 1025 N Shiawassee St, Corunna, MI 48817 and Owosso Public Schools ("Owosso"), a Michigan general powers school district, whose address is 645 Alger Ave Owosso, MI 48867 (collectively the "Parties") and David E. Schulte for the purpose of providing Owosso with an Interim Superintendent of Schools.

PREMISES

A. Under Subsection 1229(4) of the Revised School Code, a general powers school district, instead of directly employing a Superintendent, may contract with its intermediate school district for the intermediate superintendent to serve as the superintendent for the general powers school district.

B. The RESD and Owosso desire to enter into this Agreement to enable Owosso to receive the services of RESD Superintendent David E. Schulte as Interim Superintendent without directly employing a Superintendent ("Dual Superintendent"), on terms which will protect, advance and promote the interests of both the RESD and Owosso, and thereby avoid any legal or functional incompatibility as could affect either entity or the individual serving as Superintendent and Interim Superintendent of Schools.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL BENEFITS UNDER THIS AGREEMENT, THE RESD, OWOSSO, AND DAVID E. SCHULTE AGREE AS FOLLOWS:

SECTION 1 SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES

1.1. Regular Duties. The regular duties of the Dual Superintendent and Interim Superintendent to each school district shall be as generally described and established by the Board of Education of each school district, with respect to that school district.

1.2. Other Responsibilities. Each school district acknowledges that the Dual Superintendent has responsibilities to each school district for the occasional performance of extraordinary assignments related to the operation of that district. The parties further recognize that the performance of those responsibilities may limit or restrict the performance of other regular job responsibilities by the Dual Superintendent for each of the school districts. If such other and additional responsibilities arise, the Board of Education of the affected school district or the Dual Superintendent, as soon as either of them anticipates any such responsibilities, shall provide written notification to the other school district.

1.3. Limitations on Superintendent Duties. Notwithstanding any contractual provision, policy or administrative rules or guidelines to the contrary, the Dual Superintendent shall have no duties, either direct or indirect, in any of the following circumstances or situations:

- (a) Negotiation, approval, recommendation, advice, interpretation or enforcement of any contract between the school districts.

- (b) Recommendation for allocation of costs of any joint purchase, joint employment, or other joint or shared programs between the school districts.
- (c) Intervention in or resolution of any dispute or conflict arising between the two school districts, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both school districts as to occurrence or anticipation of such dispute or conflict.
- (d) In the event of competition between the school districts for funding, grants, resources, programs, personnel, or otherwise, the Dual Superintendent shall have no duty whatsoever, either directly or indirectly, including application, approval, recommendation, advice or selection, with respect to the matter of such competition, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both school districts as to occurrence or anticipation of such competition.

In any of the above circumstances or situations, or in other similar circumstances or situations where the school districts have determined that the Dual Superintendent's duties and responsibilities should be limited in order to avoid legal or functional incompatibility or any actual or perceived conflict of interest, the Board of each school district shall respectively have responsibility to designate an individual or entity (other than the Dual Superintendent) to take necessary and appropriate administrative action on behalf of each school district in the context of the above contingencies.

1.4. **Shared Information.** Each school district acknowledges that the Dual Superintendent, while acting for one school district, may become aware of information pertaining to duties or interests in the other school district. Each school district agrees that the Dual Superintendent shall be expected to share such information with the other school district to the extent that such disclosure is permitted by law or implementing agency rule or regulation. Similarly, each school district acknowledges that Dual Superintendent may be required by law to maintain and preserve the confidentiality of information (e.g., student record information, employee medical information, employee criminal history/criminal record check information) and shall not expect or require that the Dual Superintendent disclose that information outside of the school district where such information is acquired in the course and scope of performing the Dual Superintendent's job responsibilities.

SECTION 2
LOCATION OF AND REMUNERATION FOR SERVICES

2.1. Base of Services. The Dual Superintendent shall perform administrative services pertaining to a school district at the administrative offices of either school district. During the Dual Superintendent's time as Owosso Interim Superintendent, the Dual Superintendent is given all of the authority vested in a Superintendent of a public school district and those of a Chief Executive Officer, such as administrative, instructional, business and other operations of Owosso, as well as the authority to advise and make recommendations to the Owosso Board of Education. The Dual Superintendent shall visit the schools and programs of each school district at such times as he deems necessary or appropriate. The Dual Superintendent may conduct those activities affecting both school districts, such as attending conferences, drafting grant applications, etc., at such location, either within or outside the school districts, as he deems necessary or appropriate.

2.2. Time and Assignments. The Dual Superintendent shall not be expected or required to keep time records or logs of time and assignments for a school district on a continuing basis, provided that: (a) it is the expectation of all parties that the Dual Superintendent's time actually involved in the matters and affairs of the school districts will normally exceed 40 hours per week (vacation days, holidays and other paid leave days excepted); and (b) the Dual Superintendent shall be available and on-call to either school district as circumstances typically warrant the attention and availability of a Superintendent of Schools.

2.3. Remuneration of Dual Superintendent. Any financial liability attributable to the remuneration (i.e., salary, 403(b) contributions, insurance premiums/premium equivalents, fringe benefits, pension contributions, etc.) of the Dual Superintendent shall be the responsibility of the RESD. Owosso shall reimburse the Dual Superintendent for any legitimate business expenses (e.g., travel, mileage, etc.) incurred by the Dual Superintendent on its behalf. Such payments to the Dual Superintendent shall be made during the normal course of business as each school district makes payments to its other administrators. If Dual Superintendent continues for more than thirty (30) calendar days from the effective date of this agreement, Owosso Public Schools agrees to pay the RESD One Thousand Dollars and 00/100 (\$1,000) per week plus FICA and retirement for performance of the duties. Owosso is free to pay additional compensation or consideration to the Dual Superintendent either directly or through RESD.

SECTION 3
CONFLICTS AND DISPUTES

3.1. Representations. The school districts warrant and represent to the Dual Superintendent, and to each other, that at the inception of this Agreement there are no disputes or conflicts between the school districts, either pending or within the past five (5) years; that their relationship, contractual and otherwise, has been amicable and harmonious; that each school district is intent on cooperation with the other for the full and mutual benefit of both school districts; and that each school district anticipates no future dispute or conflict with the other school district.

3.2. Unanticipated Conflicts. While no future disputes or conflicts between the school districts are either foreseen or anticipated, the school districts acknowledge that future events, developments or other circumstances could give rise to such disputes and/or conflicts. By way of example (and

not limitation), such disputes or conflicts could involve:

- (a) Conflicts or disputes between constituent districts of the RESD respecting the allocation of costs of special education programs and services for Schools of Choice students pursuant to § 105e(19) of the State School Aid Act of 1979, as amended.
- (b) Conflicts or disputes involving students residing in one school district and improperly or illegally enrolling in another intermediate school district or one of the constituent districts of the RESD.
- (c) Conflicts or disputes pertaining to recruitment by both school districts of personnel or contractors for the same assignment or consideration by one school district or hiring an individual who is currently an employee of the other school district.
- (d) Conflicts or disputes pertaining to the establishment within one school district of programs or services that might appeal or attract students or staff to prefer one school district over the other, or otherwise favor one school district over the other.
- (e) Conflicts or disputes pertaining to any consideration by or decision of Owosso to contract for special education programs or services with another intermediate school district (i.e., an intermediate school district to which the school district is not a constituent), as is authorized under § 1751(I)(b) of the Revised School Code.
- (f) Conflicts or disputes pertaining to the decision of either school district to operate special education programs or services by contracting with another intermediate school district, another local school district, or as otherwise specified in § 171 I(I)(i) of the Revised School Code.
- (g) Any other conflicts or disputes arising from the decision of either school district to contract for any programs or services, instructional or non-instructional, of any variety, where such decision or determination has or may have an adverse impact on the other school district.

3.3. Resolution of Conflicts. If unanticipated conflicts (as described in Section 6.2) materialize or inter-school district contracting or joint purchasing activities, dispute, conflicts, or competition {particularly as indicated in Sections 1.4 and 4.4, elsewhere in this Agreement) occurs, the Board(s) of Education shall resolve the matter for itself or between themselves, or by such agent outside the supervision of the Dual Superintendent as deemed appropriate and designated by the Boards of Education respectively.

3.4. **Continuation of Other Superintendent Employment Contract.** Upon the termination of this Agreement, Mr. Schulte's employment contract with the RESD shall continue in effect.

SECTION 4 **NON-DISCRIMINATION**

4.1 **Consent Not to Discriminate.** All parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under or denied employment in the administration of or connection with any program or service operated under the terms of this Agreement because of race, color, religion, sex, national origin, age, disability, height, weight, or marital status.

4.2 **Material Breach.** Breach of the above covenant shall be regarded as a material breach of this Agreement.

SECTION 5 **INTEGRATION, AMENDMENT AND WAIVER**

5.1. **Entire Agreement.** This Agreement contains and expresses all of the terms of agreement between the school districts with respect to the Dual Superintendency, except to the further extent that Mr. Schulte's employment contract with the RESD is applicable.

5.2. **Amendment.** No alteration or modification of any provisions of this Agreement shall be binding unless reduced to writing, approved by official action of each school district Board of Education and executed by a duly authorized representative of each school district.

5.3. **Waiver.** All parties to this Agreement shall retain their respective rights at all times to enforce the provisions of this Agreement in accordance with its terms, notwithstanding any conduct or custom on the part of such party in refraining from doing so at any time or times. The failure of either school district at any time or times to enforce its rights under this Agreement, strictly in accordance with the same, shall not be regarded as having created a custom in any manner or way contrary to the specific provisions of this Agreement, or as having in any fashion or manner modifying, waiving or relinquishing the same. Failure to enforce or insist upon compliance with any term or provision of this Agreement shall not constitute a waiver or relinquishment of the future right to enforcement and observance of such term or provision, or of any other term or provision of this Agreement.

SECTION 6 **MISCELLANEOUS**

6.1. **Concurrent Term.** This Agreement shall run concurrently with Mr. Schulte's employment contract with the RESD so long as both remain in effect without expiration or termination, provided that obligations once incurred under this Agreement shall, notwithstanding termination or expiration of Mr. Schulte's RESD employment contract, continue in effect until discharged.

6.2. Obligation Enforcement. The Dual Superintendent may enforce either school district's obligations under this Agreement.

6.3. Notices. All notices, invoices, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to be duly given on the day of service if served personally, or by confirmed facsimile or e-mail delivery, upon the school district to whom notice is given at its address as listed below on the signature page or on the day after delivery to the United States Postal Service for regular mail service, to the attention of the school district's President of the Board of Education.

6.4. Headings and Titles. The headings and titles in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

6.5. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement, and to this end, the provisions hereof are severable.

6.6. Counterparts. This Contract may be executed in multiple counterparts, each of which together shall be deemed to be one agreement.

6.7. Governing Laws. The Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan. The parties hereby agree to the jurisdiction and venue of the courts sitting in Shiawassee County, Michigan.

6.8. Force Majeure. Neither school district shall be liable to the other for damages caused by an interruption of this Agreement where such interruption is due to: war, rebellion or insurrection, acts of God, fire, state or federal order, governmental statute, COVID-19 outbreak, judicial or agency order or regulation prohibiting the performance of this Agreement, labor disputes, or for other causes beyond the reasonable control of any party.

6.9. Signer's Representation. Each school district signer of this Agreement personally represents and warrants that this Agreement has been approved by the Board of Education of the school district on whose behalf this Agreement is signed, and that she/he has been authorized to sign this Agreement.

SECTION 7 **TERM AND TERMINATION**

7.1 Effectiveness and Termination. This Agreement shall become effective as of February ____, 2024 once it receives the formal approval of the Boards of Education of each school district and when authorized representatives of those school districts have executed this document. This Agreement shall expire when Owosso appoints a new Superintendent.

7.2 **Waiver of Non-Renewal Rights.** The Dual Superintendent hereby submits his Notice of Voluntary Resignation to the Owosso Board effective at the close of business on July 31, 2024, which Notice of Resignation is hereby accepted by the Board, abrogating this contract effective July 31, 2024 and obviating any need for notice of non-renewal. To the extent that notice of non-renewal may not be thus waived or is otherwise required to be given, Dual Superintendent acknowledges notice of non-renewal of this contract through his signature on this document.

7.3 **Allocation and Resolution of Remaining Liabilities.** In the event of termination and dissolution of this Agreement during its term, or the failure of the parties to renew or extend this Agreement at its expiration, the school districts shall promptly meet to allocate and resolve any duties or liabilities remaining under the terms of this Agreement.

AUTHORIZED SIGNATURES

SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT

By: Dr. Timothy H. Atkinson
 Its: President, Board of Education
 Date: February ____, 2024

OWOSSO PUBLIC SCHOOLS

By: Mr. Rick Mowen
 Its: President, Board of Education
 Date: February ____, 2024

DUAL SUPERINTENDENT

David E. Schulte
 Date: February ____, 2024

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
Regular Meeting
January 24, 2024
Report 23-106

Present: Nick Henne, Ty Krauss, Rick Mowen, Shelly Ochodnicky, Olga Quick
Absent: Adam Easlick, Marlene Webster

Mr. Rick Mowen called the Board of Education Meeting to order at 5:30 p.m. The meeting was held at the Washington Campus Administration Building, 645 Alger St, Owosso, MI, 48867.

Pledge of Allegiance

Election of Officers

Superintendent Dr. Tuttle shared the process to be used by the Board of Education for the annual election of officers. Dr. Tuttle explained that she will open the nominations for Board President by taking the first nominations. The same process will be used by the newly elected President for the offices of Vice President, Secretary, and Treasurer. When the elections are completed, the meeting will continue with the new officers in place.

Superintendent Dr. Tuttle opened the nominations for the office of President. Mrs. Ochodnicky nominated herself for the office of Board President, and accepted the nomination. Mrs. Ochodnicky shared she is a 13-year Board member with great support from the community and she is a certified 'Level 2' MASB Board member. Her classes for her certification included the roles and responsibilities of Board presidents. She feels her education and training has demonstrated her commitment to the position. Mrs. Ochodnicky said that most important job of the Board is to hire and evaluate a superintendent. She shared she has been a part of the superintendent hiring process as a parent and also as a parent advocate. She assured the Board and audience that as Board president, she will assist the superintendent in creating agendas with input from all Board members, and will fully respect the process of the superintendent search. Mrs. Ochodnicky ended her comments by saying that if she fails in her duties as president, she can be voted out next year. Mrs. Ochodnicky thanked the Board and the audience for listening. Mr. Krauss nominated Mr. Mowen for the office of Board President, and Mr. Mowen accepted the nomination. There were no other nominations for Board President. Mrs. Quick moved to close the nominations for Board President, and Mr. Krauss supported her motion. Motion carried unanimously. Mr. Mowen, Mrs. Quick, Mr. Krauss, and Mr. Henne voted to elect Mr. Mowen as Board President. Mrs. Ochodnicky voted for herself as Board President. Mrs. Webster and Mr. Easlick were absent. With a four-vote majority, Mr. Mowen was elected to serve as Board President effective immediately through January 1, 2025.

President Mowen opened the nominations for the office of Vice President. Mrs. Quick nominated Mrs. Webster for the office of Board Vice President, and Mrs. Webster, though absent, submitted a written 'acceptance of a nomination'. There were no other nominations for

Vice President. Mrs. Quick moved to close the nominations for office of Vice President and Mr. Henne supported the motion. Motion carried unanimously. Mrs. Quick, Mr. Krauss, Mr. Henne, Mrs. Ochodnický and President Mowen voted to elect Mrs. Webster as Vice President. Mrs. Webster and Mr. Easlick were absent. Mrs. Webster was elected to serve as Board Vice President effective immediately through January 1, 2025.

President Mowen opened the nominations for the office of Treasurer. Mr. Krauss nominated Mrs. Quick for the office of Board Treasurer, and Mrs. Quick accepted the nomination. There were no other nominations for Board Treasurer. Mrs. Ochodnický moved to close the nominations for Board Treasurer, Mr. Henne supported the motion. Motion carried unanimously. Mrs. Quick, Mr. Krauss, Mr. Henne, Mrs. Ochodnický and President Mowen voted to elect Mrs. Quick as Board Treasurer. Vice President Webster and Mr. Easlick were absent. Mrs. Quick was elected to serve as Board Treasurer effective immediately through January 1, 2025.

President Mowen opened the nominations for the office of Board Secretary. Treasurer Quick nominated Mr. Krauss for the office of Board Secretary and Mr. Krauss accepted the nomination. There were no other nominations for Board Secretary. Mrs. Quick moved to close the nominations for office of Board Secretary, Mr. Henne supported the motion. Motion carried unanimously. Treasurer Quick, Mrs. Ochodnický, Mr. Krauss, Mr. Henne, and President Mowen voted for Mr. Krauss for the office of Board Secretary. Vice President Webster and Mr. Easlick were absent. Mr. Krauss was elected to serve as Board Secretary effective immediately through January 1, 2025.

Building Reports

The Board recognized Bryant employee Mrs. Chris Ferguson for her heroic action last month where she saved a choking student by performing the Heimlich maneuver. Bryant Elementary School Principal Taylor Sergent introduced Mrs. Chris Ferguson to the Board. Mr. Sergent said he stands before the Board with a deep sense of honor and gratitude to recognize the remarkable actions of one of our staff members, Mrs. Chris Ferguson. Mrs. Ferguson's quick thinking and unwavering commitment to the safety of all our students exemplifies the very essence of our educational community. Mr. Sergent explained a recent incident occurred within Bryant elementary that tested the preparedness of staff. In a moment of crisis, a student found themselves in a life-threatening situation; choking in the classroom. It was a fellow student who recognized the severity of the situation and swiftly brought the student out into the hallway where Mrs. Ferguson was stationed. Mr. Sergent said in that critical moment, Mrs. Ferguson demonstrated exceptional courage and competence, successfully dislodging the obstruction from the student's throat and preventing any further harm. Mr. Sergent shared that when he asked Mrs. Ferguson about her actions, she humbly shared that her response was guided by natural instinct thanks to the CPR and first aid training provided by the district in previous years. Mr. Sergent said this training equipped Mrs. Ferguson with the knowledge necessary to act swiftly and decisively in a crisis. Mr. Sergent said that tonight the entire Owosso community extends their heartfelt gratitude to Mrs. Ferguson for her quick thinking and unwavering leadership to guide those around her and help save the life of a student. Her actions serve as an inspiration and as a testament to the caliber of individuals that make up the educational community in Owosso. Mr.

Sergent also thanked the Board and the district for providing the training that gives staff the skills needed to prioritize the safety and security of students. Mr. Sergent continued to say it is with the support of the Board and administration that staff are able to uphold the collective responsibility to do what is truly best for all of our students. Mr. Sergent ended his comments by saying let us remember that it is in these moments of adversity that the true character of an individual and of an educational community shine brightest. We are immensely proud of Mrs. Ferguson, and appreciate that her actions represent the heart of the Owosso community. Both the Board and the audience gave Mrs. Ferguson a standing ovation. Mrs. Ferguson also received a small gift from the Board. Mrs. Ferguson thanked everyone for the acknowledgement and thanked the district for providing the essential first aid training.

For the Celebrate Kids portion of the meeting, Lincoln Alternative High School Principal Mrs. Carrie Rugenstein introduced LAHS science teacher Ms. Emily Brinks to share with the Board the activities her and her students have been enjoying. Ms. Brinks explained that over the last two years she has been working to provide students with the opportunities and the tools to study two passions of hers, zoology and forensics. The forensics introduction was so popular with students that LAHS extended the class over three trimesters and each trimester has a different theme. Ms. Brinks said in the first trimester the students learned about the process of crime scene investigation. The students are currently in the second trimester and are learning about the different types of forensic evidence and how the evidence guides law enforcement to the perpetrator of a crime. Ms. Brinks said that thanks to new microscopes, students have had hands-on experiences with studying evidence. The third trimester will focus on the human body, anatomy, and the students will perform a dissection of fetal pig. Ms. Brinks said that through the study of forensics, she hopes her students will learn that many of the concepts apply to nearly all professional fields and also hopes the students will gain further appreciation for the way small things can tell an important story. Lincoln students Kylah Nichols, Khloe Dumond, Daschel Paxton, Trayte Macklin, and Jaidyn Christmas each took a turn at the microphone to tell the Board how much they love Ms. Brinks' class. Ms. Brinks thanked Mrs. Rugenstein and the district for supporting her endeavors to bring new topics and experiences to Lincoln High School.

Principal Rugenstein introduced math teacher Ms. Katelynn Fletcher to talk to the Board about the PRISMS program and some recent grant funds Lincoln received to bring virtual reality headsets into the classroom. Ms. Fletcher explained to the Board she participated in professional development classes on the PRISMS program last spring. She felt the program would be great for students and was the first teacher in the county to bring the VR headsets into the classroom. Ms. Fletcher uses PRISMS as a supplemental resource to help students apply what they learn in her classroom to real world scenarios. Ms. Fletcher shared a specific instance in her algebra two class where students used the VR headsets to engage in an air-traffic control scenario where they learn to launch, fly, and land a plane. Ms. Fletcher said she is grateful the technology allows her students to see how her subject can be applied to the real world, and is looking forward to the many ways the technology will be utilized to achieve student learning.

Trustee Ochodnicky shared her gratitude to Mrs. Rugenstein, Lincoln staff, and the Lincoln students for sharing their knowledge and enjoyment of their classes with the Board. Treasurer Quick congratulated the students for presenting themselves and their school well and thanked them for sharing their interests with the audience.

Student Representative Kate Lee informed the Board that Future Farmers of America is holding District Leadership Contests this evening. She wished good luck to Mrs. Clark and the FFA students. She informed the Board that OHS will be hosting both district and regional Michigan Interscholastic Forensics Association (MIFA) competitions. The district competition will take place on January 27 and the regional competition will take place on February 3. We will have a MIFA home performance on January 31. The plays will be 'Exposure' and 'Almost, Maine!'. Owosso is hosting both district and regional competitions. Districts will be January 27, and regionals will take place on February 3.

Board Correspondence

Dr. Tuttle began her superintendent's report with a heartfelt goodbye as she informed the Board she has officially accepted a position with Grosse Pointe Public Schools. Dr. Tuttle prepared a letter and read it aloud to the Board: "It is with mixed emotions that I share with you today that after 14 years as the superintendent of this great district, I will resign effective February 2, 2024. I am much better at hellos than goodbyes, and I prefer to say, "See you later," but the time has come for me to close these wonderful chapters at Owosso Public Schools. Over the past 16 years, my family and I have had the privilege of being part of the Owosso district team and community. It has been a journey filled with invaluable personal and professional experiences. I have had the honor of learning from some of the most talented and kind individuals, and my children have been positively influenced by the superb Owosso team members. My husband John and I want to express our heartfelt gratitude to each and every one of you for making Owosso such a wonderful community to raise our children. They say it takes a village, and Owosso has been the best village, a truly remarkable place to nurture and guide children. I want to thank my husband and my children for supporting me so that I could give my heart and soul to this district. At times, I was not the best wife or mom, but my family understood that I was focusing on what was best for kids, doing important work worth their sacrifices.

"They say it's lonely at the top. However, I have found solace in the kindness and warmth extended by the amazing people who call this community home. Relationships matter deeply to me, and I am sincerely thankful to all my Owosso friends for their mentorship, camaraderie, and love they have shown. To the Owosso Public Schools Board of Education members, past and present, you are the fearless leaders of this district. I did the math this morning and I estimate that for those of you who have been on the Board since I started, we have participated in over 600 hours of meetings together making decisions that we felt best for our students and our community. I am grateful for your exemplary leadership. Your commitment to this school district and community has made Owosso academically and fiscally strong while delivering exceptional opportunities for our students. To the administrative team, thank you for your dedication and tireless efforts for our students and our team members. Working with such a strong, knowledgeable, compassionate, and supportive team has been an honor. Most

importantly, thank you for the laughs of which we have had many, maybe too many. I can say that this is the hardest working and caring group of humans and through the tears and the laughs we have bonded over one thing—putting kids first. I will miss each one of you individually and all of you collectively. To the educational team, I thank you for your dedication and the daily sacrifices you make to ensure the lives of the children in our community are better for being part of this great district. Just like other parents, my husband and I had choices for our children’s education during their most impressionable years of life. Without a doubt, choosing Owosso proved to be one of the best decisions we ever made. I hope students and parents realize what a tremendous school district this is in large part because of the people. I truly believe that you hire great people and teach them the job and the people in this district are simply the best. One of my favorite sayings that was repeated to me as I was growing up was as follows: Intelligent people talk about ideas, smart people talk about things, and all others talk about other people. I hope the Owosso community continues to focus on ideas and lifts each other up for the future of our greatest asset—our kids. Everyone knows I love quotes, and one of my favorites is from om Nelson Mandela: “Education is the most powerful weapon which you can use to change the world.” I hope you continue to use it wisely. As I step into the next phase of my journey, I remain the greatest advocate of public education and of Owosso. Owosso will always hold a special place in my heart, and I am eternally grateful for the impact you have had on my life. I encourage you all to continue building strong and positive relationships, working together to keep the Owosso school district and community flourishing and strong. Owosso is, indeed, a tremendous place to live and learn. Thank you all for shaping my life, and I wish you continued success in all your future endeavors.”

Superintendent Dr. Tuttle continued with her report by informing the Board that January is School Board Recognition month, and the district has purchased a small gift for each Board member to show appreciation. She said the district wants to send heartfelt gratitude to all school Board members for their dedication and commitment to our students’ education. School Board members connect essential pieces of the educational puzzle; they bring together the vision, the expertise, and the passion needed to support public education. Dr. Tuttle said the leadership, guidance, and decision-making of the Board is crucial to shaping the future of our students and providing them with the best opportunities to grow. We appreciate the countless hours devoted to understanding complex, educational issues, collaborating with stakeholders, and making tough decisions. Dr. Tuttle thanked the Board for being the driving force behind the educational system for connecting essential pieces that shape the future of our students and community.

President Mowen thanked Dr. Tuttle for her appreciation, and thanked her for her thoughtful resignation letter. He said Dr. Tuttle’s resignation is bittersweet, but that he and the Board are excited for her new journey. President Mowen asked for a motion to accept Dr. Tuttle’s resignation. Trustee Ochodnicky moved to accept the resignation of Dr. Andrea Tuttle, Superintendent, Secretary Krauss supported the motion. Motion carried unanimously.

Curriculum Director Mr. Stephen Brooks informed the Board that January 15 was a district-wide professional development day. Topics included Crisis Prevention Institute training, flat panel training, ALEKS math training, special education para pro training, among others. February 27 is

scheduled to be another professional development day and the secondary campus staff will be participating in SAT/PSAT training. Mr. Brooks said those assessments will be transferring to a digital format, and with that transfer there are new processes for staff to learn to ensure testing days go smoothly. Mr. Brooks continued that next week students will have MEAP testing, which is a national assessment. 50 students in the district were randomly selected to take a math and reading assessment and the results will go into a nationwide pool of data that helps monitor school improvement. Mr. Brooks said K-8 students are also taking mid-year assessments; students will take the Developmental Reading Assessment (DRA) and Northwest Evaluation Association assessment (NWEA) like they did in the fall. Scores will be compared between the fall and spring to make sure students are progressing appropriately. Mr. Brooks said spring pupil accounting is coming up in early to mid-February. Mr. Brooks gave kudos to Pupil Accounting Specialist Mrs. Tasha Speck and all building secretaries for their preparation and commitment to making sure the process runs smoothly. Mr. Brooks informed the Board that the district wrote a grant for Grow Your Own which brought in almost \$200,000 from the state. The grant allows the district to financially support staff members pursuing their teaching certificate, which is a great way to encourage staff development and retain employees. Mr. Brooks gave an update on Kindergarten Registration. Kindergarten Registration will take place March 4 through March 8, 2024. District staff is currently preparing marketing materials to be sent out on February. He thanked Mrs. Jessica Thompson for her continued innovation in creating fun, colorful, and informative advertisements for our kindergarten program. Mr. Brooks finished his report by saying the district will offer first-aid/CPR training for all staff this February.

Before moving on to the public participation portion of the meeting, Dr. Tuttle shared with the Board that during the January 15 professional development, the OPS foundation also announced the Teacher and Staff Member of the Year awards. OMS teacher Mr. Chris Bird took home the Teacher of the Year award and Ms. Pam Giffei took home the Support Staff Member of the Year award.

Public Participation

President Mowen stated that the Board of Education is a public body and recognizes the value of public comment on education issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

The follow participants addressed the Board:

- Tom Manke

For Action

- Moved by Quick, supported by Henne, to add Report 103 – Personnel New Teacher Hire, to the agenda 'For Action'. Motion carried unanimously.

- Moved by Quick, supported by Krauss, to amend the January 10, 2024 meeting minutes. Under the section ‘Business Office Update’, in regard to the Chief Financial Officer position, the sentence “The district intends to post the position for another five days and then review candidates.” should read “The district intends to post the position and then review candidates.” as the district did not place a time frame on the posting. Motion carried unanimously.
- Moved by Krauss, supported by Henne to approve the December 13, 2023 Board of Education Regular Meeting minutes, the December 13, 2023 Closed Session minutes, the January 10, 2024 Board of Education Retreat minutes as amended, the January 10, 2024 closed session minutes one, the January 10, 2024 closed session minutes two, and the current bills and financials as presented. Secretary Krauss conducted a roll-call vote. Henne, Krauss, Mowen, Ochodnicky, and Quick voted aye. Vice President Webster and Trustee Easlick are absent. Motion carried unanimously. Dr. Tuttle thanked Dr. Cathy Dwyer for her hard work to produce the current bills and financials for this meeting, and for her assistance in the business office while the district looks for a Chief Financial Officer.
- Moved by Quick, supported by Henne to authorize the Superintendent to contract with Vector Tech Group in an amount not to exceed \$579,867.11 for which the District would be responsible for 15% of the total, equating to \$86,980.06 for both ERATE projects (Network Switch Upgrade and Wi-Fi Upgrade). Secretary Krauss asked why some bids are so much higher than others. Technology Director Mr. Joseph Watson explained that some companies use more expensive manufacturers, some companies are farther away than others, and some companies will price themselves out for work they are too busy to take on. Secretary Krauss asked if the district will receive any discounts. Mr. Watson explained that OPS will receive governmental pricing, and some vendors will receive discounts from their supplier, and the vendor will pass the discount along to OPS. Mr. Watson told the Board there is a breakdown included in the packet that will explain his decisions on products. Motion carried unanimously.
- Moved by Krauss, supported by Quick to Adopt the Bylaws for Owosso Public Schools as presented. This is an annual agenda item. Motion carried unanimously.
- Moved by Quick, supported by Henne Owosso Board of Education authorize the Superintendent of Schools or his/her designee to conduct and manage any school elections for the calendar year 2024. This is an annual agenda item. Motion carried unanimously.
- Moved by Quick, supported by Ochodnicky, to table the action item of retaining Thrun Law Firm, P.C. until the next meeting. The Board has asked the district to provide information as to the yearly retainer fee and other potential law firms the district could utilize. Motion carried unanimously.
- Moved by Quick, supported by Ochodnicky authorize the superintendent or a Board designee to accept professional staff resignations on behalf of the Board. This is an annual agenda item. Motion carried unanimously.
- Moved by Krauss, supported by Henne authorized signers for the Owosso Public Schools’ financial and banking transactions for the 2024 calendar year be approved as

presented including authorization for necessary ACH transactions and/or bank transfers. Mrs. Ochodnicky asked how this list is affected as the district is currently without a CFO. Dr. Tuttle replied the Board treasurer will continue to act as an authorized signer. Dr. Tuttle also informed the Board that Mr. Brooks has been added to the accounts while the district looks for CFO.

- Moved by Quick, supported by Henne to appoint President Rick Mowen as a representative of the Shiawassee County School Board Executive Board and the SRESB Budget Review and Election. Secretary Ty Krauss to serve as an alternate. Motion carried unanimously.
- Moved by Krauss, supported by Henne to adopt New Thrun Policy 4108 (Union Activity and Representation), without the optional language regarding administrative fees, to replace current policy 6520 Payroll Deductions. This policy addresses PERA (Public Employment Relations Act) amendments that repealed a prohibition on the voluntary deduction of union dues, service fees, and contributions to political action committees from employee wages. Motion carried unanimously.
- Moved by Quick, supported by Krauss to adopt Thrun Policy 4207 (Third Party Contracting) to replace current policies 3120.04 (Employment of Substitutes) and 4120.04 (Employment of Substitutes). This policy addresses PERA amendments that removed third-party contracting of non-instructional support services and intergovernmental contracts from the prohibited bargaining subjects. Motion carried unanimously.
- Moved by Krauss, supported by Quick to adopt Thrun Policy 4402-R (Placement) to replace current policy 3130 (Assignment and Transfer). This policy addresses PERA amendments making teacher placement decisions a mandatory bargaining subject and RSC Section 1248 amendments requiring clear and transparent procedures for teacher placement decisions. The policy will not go into effect until July 1, 2024. Motion carried unanimously.
- Moved by Quick, supported by Krauss to adopt Thrun Policy 4403-R (Performance Evaluation) including optional language to perform evaluations triennially, to replace current policies 3142 (Probationary Teachers), 3220 (Professional Staff Evaluations), and 3242 (Professional Growth Requirements). This policy addresses the PERA amendments making teacher evaluations a mandatory bargaining subject and RSC Section 1249 amendments regarding teacher evaluation. The policy will not go into effect until July 1, 2024. Motion carried unanimously.
- Moved by Quick, supported Krauss to table Thrun Policy 4404 (Performance Based Compensation) that addresses the repeal of Revised School Code (RSC) Section 1250 and amendment to SSAA Section 164h regarding teacher merit pay until the next meeting. Motion carried unanimously.
- Moved by Quick, supported by Henne to adopt Thrun Policy 4405-R (Reduction in Force and Recall) to replace policy 3131 (Staff Reductions/Recalls). This policy addresses PERA amendments making teacher layoff and recall a mandatory bargaining subject and RSC Section 1248 amendments requiring clear and transparent procedures for teacher layoff and recall decisions. Motion carried unanimously.

- Moved by Krauss, supported by Henne to adopt Thrun Policy 4407 (Discipline) to replace policy 3139 (Staff Discipline). This policy addresses PERA amendments that make teacher discipline a mandatory bargaining subject. Motion carried unanimously.
- Moved by Quick, supported by Krauss to adopt Thrun Policy 4408 (Termination) including optional language two under Non-Teaching Professionals [*unless otherwise provided by a collective bargaining agreement or individual employment contract, a Non-Teaching Professional may be terminated by the Board for any reason that is not arbitrary or capricious subject to due process*], to replace policy 3140 (Termination and Resignation). This policy addresses amendments to the Teacher Tenure Act (TTA). Motion carried unanimously.
- Moved by Quick, supported by Ochodnicky, to table Thrun Policy 4409-R (Non-Renewal) that addresses the RSC Section 1249 amendments regarding amendments to TTA, and would replace 3139 (Staff Discipline) and 3220 (Professional Staff Evaluation), to a future meeting. Motion carried unanimously.
- Moved by Quick, supported by Krauss to table Thrun Policy 4503-R (Performance Evaluation), that addresses RSC Section 1249 and 1249b amendments regarding administrator evaluation, would replace policy 1420 (School Administrator Evaluation). The policy would not go into effect until July 1, 2024. Motion carried unanimously.
- Moved by Quick, supported by Krauss, to table Thrun Policy 4504 (Performance Based Compensation) that addresses the repeal of RSC Section 1250 and amendment to SSAA Section 164h regarding teacher merit pay, to a future meeting. Motion carried unanimously.
- President Mowen informed the Board and the audience that Report 23-101, ‘Superintendent Interview Questions’, has been deferred to the Board’s Special Meeting, set to take place on January 31, 2024 at 5:30pm. President Mowen said that it will be at the meeting that Michigan Association of School Board representative Mr. Jay Bennett will be assisting the Board in a pre-search workshop. Trustee Ochodnicky informed the Board and audience that the superintendent search process has several routes the Board can take. The Board can do a national search, a state-wide search, or an internal search. The Board may also have the interviews moderated by the OPS Human Resource Director, or an outside party may moderate for the Board. Trustee Ochodnicky shares she felt the superintendent search when the Board hired Dr. Tuttle was done very well, and felt that MASB did a great job guiding the Board through the process. Trustee Ochodnicky shared she does not have a particular candidate in mind, but that she knows there are great internal candidates available. She feels that everyone who wants to apply should have the opportunity to do so. Trustee Ochodnicky shared she feels the process is being rushed and the Board has not had enough time to discuss how they would like to proceed with the search. She said the Board has not had enough time to discuss dates with MASB and she believes that needs to happen. Trustee Ochodnicky hopes that everyone can be together on January 31 as it is short notice. Treasurer Quick asked to clarify for her own knowledge and for the knowledge of the audience, that at the special meeting planned for January 31, 2024, the Board intends to discuss the superintendent

search and all the processes involved. The Board agreed it would. Trustee Henne also asked that the agenda include an expected timeline for the search process.

- Moved by Ochodnicky, supported by Henne to hire Jessica Eva as an Emerson Elementary Kindergarten Teacher at Step 1 - \$43,332. Motion carried unanimously.

For Future Action

- No 'For Future Action' items were presented at this meeting.

For Information

Dr. Tuttle announced the following personnel changes:

Accepted Positions

- Melissa McBride has accepted the Bus Driver position.
- Madison Eldridge has accepted the Food Service position.
- John Bradford III has accepted the Custodian position.

Resignations

- Casandra Pajtas, Emerson Teacher resigned effective January 5, 2024.
- Shelley Lindsey, Elementary Special Education Teacher resigned effective January 12, 2024.
- Stacy Witt, CFO resigned effective December 28, 2023.
- Margaret O'Brien resigned effective January 5, 2024.

Retirements

- Pamela Spalding, Lead Cook retired effective December 15, 2023.
- Tamara McKay, Paraprofessional retired effective December 31, 2023.

Public Participation

President Mowen stated that the Board of Education is a public body and recognizes the value of public comment on education issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

The follow participants addressed the Board:

- Tom Manke
- Tim Jencs
- John Pappas

Board Comments

Trustee Henne congratulated Superintendent Dr. Tuttle on her new position. He said she is leaving the district better than how she found it, considering the deficit when Dr. Tuttle first started and where the district is now. He asked she let everyone know when they can celebrate together. Trustee Henne commended Mrs. Ferguson for her heroic actions and thanked the district for providing the essential CPR training. Trustee Henne ended his comments by saying it is important for the Board to take the time to do the superintendent search correctly as a united front. He is looking forward to the challenge.

Trustee Ochodnický congratulated President Mowen on his election to office of Board President. Trustee Ochodnický said she is a risk-taker and although she took a risk tonight to nominate herself for President and it did not work out in her favor, she does not regret trying to do something different. She added that the superintendent hiring process is the most important job for the Board. She continued that the administrative team and the business office has had a lot of changes, and the district will need a strong leader. Trustee Ochodnický said it is important for the Board to share the process with the community and all those who may be interested in the position. She also shared that she would like to do a survey of parents and staff to see what they are looking for in a superintendent. Trustee Ochodnický appreciates the discussion had tonight.

Treasurer Quick echoed Trustee Ochodnický's comments. She agrees the superintendent search is one of the Board's most important jobs, and the time should be taken to ensure the process is done right. She said she is confident the Board will work together to create a transparent process in the search for a new superintendent. Treasurer Quick also thanked Principal Rugenstein, Ms. Brinks, Ms. Fletcher, and the Lincoln Students for the presentation they gave. She said it is truly remarkable and heartening to see students who love their teachers and their classes, and who want to share their excitement with the community.

Secretary Krauss is looking forward to the process of the superintendent search. He is certain the Board will come together to do what is best for the district, and knows the Board will be as transparent as possible with staff, the community, and potential candidates. He is looking forward to what MASB representative Mr. Bennett has to say on January 31. Secretary Krauss congratulated Dr. Tuttle on her new job, and is excited to see her future successes.

President Mowen remarked that he is grateful the district can provide the essential first aid training that led to Mrs. Chris Ferguson saving the life of a child. He thanked her for heroic actions. President Mowen finished his comments by saying that the Board has a big task in front of them in replacing Dr. Tuttle, but that he is looking forward to the process and knows the Board will work together to hire the best possible candidate. He thanked those in attendance for coming to the meeting.

Upcoming Dates

- January 31: Board of Education, Special Meeting, Washington Campus Gym
- January 31: OHS MIFA Performance, 7:00pm, PAC
- February 3: MIFA Regionals, all day, PAC
- February 5: OHS Oscars, 7:00pm, PAC
- February 16: Half day for all students, noon dismissal

- February 19: No school, President's Day
- February 21: OHS Band Concert, 7:00pm, PAC
- February 28: OHS Choir Concert, 7:00pm, PAC

Adjournment

Moved by Quick, supported by Ochodnicky, to adjourn at 7:25 pm. Motion carried unanimously.

Minutes recorded by Brooke Barber.

Respectfully submitted,

Ty Krauss, Secretary

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
Special Board Meeting
January 31, 2024
Report 23-107

Present: Easlick, Henne, Krauss, Mowen, Ochodnicky, Quick
Absent: Webster

President Rick Mowen called the Board of Education Meeting to order at 5:30 p.m. The meeting was held at the Washington Campus Administration Building, 645 Alger St, Owosso MI 48867.

Pledge of Allegiance

Financial Consultant/Business Office Presentation – Shelbi Frayer

Lansing Deputy Mayor and Financial Consultant Mrs. Shelbi Frayer gave a fifteen-minute presentation to the Board of Education on the current state of the Owosso Public Schools business office. Mrs. Frayer explained to the Board the district has hired her to work with the business office and provide guidance in the absence of a Chief Financial Officer. Mrs. Frayer has about fifteen years' experience working with public school districts in a similar capacity. Mrs. Frayer said the district is in great shape; the 2023 audit came back clean with no findings. She said it is rare for a district to have such a clean audit, and the previous Chief Financial Officer did an outstanding job. Mrs. Frayer assured the Board that she has no concerns regarding the district being in financial trouble or at-risk. She said the budget is not due until June and the audit will start in the summer. Mrs. Frayer shared that in her experience, a district of Owosso's size typically employs four to five positions in the business office. Those positions include the Chief Financial Officer at the head of the business office, an accountant that tracks the districts' books, an accounts payable specialist and an accounts receivable position. Mrs. Frayer recommended to the Board that the business office be restructured to include these positions, or at least to include a right-hand to the Chief Financial Officer to keep the business office afloat in the event of an extended leave or resignation.

Trustee Henne asked if Mrs. Frayer recommends a full-time or part-time accountant. Mrs. Frayer suggested that if the Board creates a position for an accountant, it should be a full-time position. She explained further that school finance is incredibly complicated, and a full-time accountant could alleviate the CFO of some smaller responsibilities, and allow the CFO to focus on the big picture and guide the superintendent in financial matters.

Trustee Ochodnicky asked what the average salary for a school accountant is. Mrs. Frayer responded that the salary could range from \$70,000-\$100,000 depending on the complications of the district.

Mrs. Frayer shared with the Board that since the district posted the CFO position on January 12, there have been six applicants. Of those six applicants, none have school experience. Mrs. Frayer

said that according to the Michigan School Business Organization, there are sixteen different CFO positions available in the state. She explained that the CFO positions are not difficult to get when you have some experience, and it may behoove the Board to compensate the position to attract someone with knowledge of school finance.

Mrs. Frayer explained that because the district is soon to be without a superintendent, it may be difficult to find a CFO willing to onboard when they do not know who they will report to. Mrs. Frayer said that she believes once a superintendent has been hired, it will be easier to fill the other positions. Treasurer Quick asked if it is Mrs. Frayer's recommendation to fill the superintendent position first and then the CFO position. Mrs. Frayer responded it depends on the timeline of the superintendent search. Mrs. Frayer said if the Board expects the superintendent search to last until July 1, she would recommend a CFO before that. She said the business office is managing day-to-day at the moment, but the office needs a leader to provide stability and prevent falling behind.

President Mowen asked Mrs. Frayer if the current salary the district is offering for a CFO is adequate. Mrs. Frayer responded that because of the time of year and the vacancies in other districts, OPS will have to get creative in terms of a compensation that will attract a CFO with experience. Mr. Jay Bennett, Michigan Association of School Board representative, added here that typically the superintendent prefers to hire their CFO. It is Mr. Bennett's opinion that the salary OPS is offering for the CFO position is a little light.

Trustee Ochodnický asked how long the district can stay without a CFO. Mrs. Frayer responded that the next big project for the business office is the budget amendment. She explained that a budget amendment is not required by law, however it would be prudent for the district to have one and typically budget amendments are put together in the months of January and February. Mrs. Frayer said ideally, a CFO would be hired in the next thirty to sixty days. Mr. Bennett added that if the Board hires a superintendent with some school finance experience, that will help bridge the gap as well.

Trustee Ochodnický thanked Mrs. Frayer for her presentation as the district is in uncertain and unprecedented times. She thanked her for her time and expertise.

Mrs. Frayer ended her presentation by sharing with the Board that the members of the business office have really stepped up to help the district, and all team members in the central office have been essential in progressing the district forward.

Michigan Association of School Boards, Superintendent Search – Jay Bennett

Mr. Jay Bennett, former school board member and current Assistant Director of Superintendent Search Services for the Michigan Association of School Boards, explained to the Board that he works with school districts primarily in superintendent searches and evaluations. Mr. Bennett provided the following overview of his presentation:

- Role and Leadership of the Board
- Superintendent Job Description
- Effective School District Leadership

- Role and Responsibilities of the Superintendent
- Qualifications of the Superintendent
- Search Environment
- Open Meetings Act & FOIA
- Overview of Basic Search Process
- Stakeholder Engagement
- Timeline

Mr. Bennett explained MASB has worked with school districts for 35 years in providing guidance in superintendent searches. He alone has done 30-40 superintendent searches in his tenure. Mr. Bennett explained that in regards to the superintendent, the Board is responsible for recruiting, hiring, and evaluating the superintendent's job performance. By law, a district must have a superintendent on record and by law that superintendent must be evaluated. Mr. Bennett explained NEOLA policy 1230 outlines the job description for the superintendent. Per policy, the superintendent is to keep the Board informed of school operations, is to ensure the district is compliant with state law and regulations, is to ensure appropriate implementation of the district-wide instructional plan, is to increase district resources, is to assign and evaluate staff, is to analyze the instructional program, is to work with principals, is to collaborate with parents community groups, is to work cooperatively with the Board, and is to perform other duties as assigned as the Board may direct.

Mr. Bennett explained there is some research to support exactly what successful superintendents do. Effective superintendents include all relevant stakeholders; including central office staff, building level administrators, and Board members in establishing goals for the district. Effective superintendents do not create goals for the district in a vacuum, they ensure that stakeholder input is included in the decision-making process. Effective superintendents assure that the collaborative goal setting process results in non-negotiables in two areas: student achievement and classroom instruction. Mr. Bennett said everything the district does should be related to student achievement and classroom instruction. He continued that research shows that effective superintendents continually monitor district progress through achievement and instructional goals. Effective superintendents ensure the district has the necessary resources, including time, money, personnel, and materials in order to accomplish goals. Mr. Bennett explained a superintendent may have high goals for a district, but those goals may be unattainable if the district does not have the appropriate funds or staff.

Mr. Bennett continued with qualifications of the superintendent. The bare minimum for qualifications for superintendents in the state of Michigan is twofold: a bachelor's degree and an administrative certification. The caveat to that, Mr. Bennett explained, is that the vast majority of superintendents have a masters degree or higher. The reason for that is the natural trajectory of a teacher, to an assistant vice principal, to a building principal, to an assistant or deputy superintendent, and then finally a superintendent. Every now and again a district will promote a central office employee to superintendent who followed a different trajectory. There may also be a situation where a district hires outside of the state, in which the candidate has all qualifications except the Michigan certification. In that scenario, Mr. Bennett said the process for hiring a non-

certified superintendent is to apply for the non-certified permit through the Michigan Online Educator Certification System (MOECS) and the district would have to provide justification as to why the district is hiring an uncertified superintendent. It is the Board's responsibility to make sure they hire a certified individual or to ensure that person becomes certified within six months. It is the Board that will be held responsible if the state finds out the district is operating with a non-certified superintendent. The state may fine a district that does not comply with the certification standard.

Mr. Bennett explained most districts hire within the state simply because the outside candidate pool is typically pretty small. There are a variety of reasons for this such as mortgage interest rates, as well as relocation of spouses and families. As a result, most Michigan districts hire Michigan educators for superintendent positions.

If the district is looking to hire a first-time superintendent, Mr. Bennett said the Board should look for evidence that the candidate has accomplished projects in their career that have prepared them to be a superintendent. The candidate will have the education background and related advanced degrees that show the candidate has continued their education further in order to prepare themselves for a higher position. The Board should look to see that the candidate has completed some professional development related to the superintendent role, again as evidence that the candidate has done the proper preparation for the position. The Board should look to see that the candidate has a history of district-wide responsibilities. For example, if the candidate is a building administrator, have they participated in contract negotiations? Were they responsible for their building level budget? Were they responsible for the maintenance needs of their building? These are the questions the Board should ask when looking at a first-time superintendent candidate.

Mr. Bennett said when it comes to the district vision, the Board is to establish the vision and the superintendent is to address 'how' to implement the vision. When it comes to district structures, the superintendent will recommend and the Board will approve the recommendation. When it comes to district progress, the superintendent is to monitor and report progress to the Board. The Board is to evaluate if that progress is appropriate. When it comes to school and community relations, the superintendent is to recommend ideas and the Board is to approve those recommendations. The superintendent is to evaluate staff and the Board is to ensure evaluations comply with state law and regulation. The superintendent supports Board performance, but the Board must take responsibility for their performance.

As the district prepares for the superintendent search, Mr. Bennett said the Board should consider if they have a viable, qualified internal candidate. If the Board has a qualified internal candidate that is interested in the superintendent position and the Board is interested in vetting them as a candidate, then MASB recommends the Board conduct an internal search first. The position would be posted internally for a week or two, the Board would review applications and schedule interviews for qualified candidates, the interviews would be conducted in an open session, the Board would then decide on a candidate to hire. The decision could be to move forward with an internal candidate, or the Board could move to a full external search. MASB recommends an internal search first, because external candidates are less likely to apply if they believe the Board

is going to 'give' the position to an internal candidate. Mr. Bennett said that even with an internal search, MASB recommends that the staff and community be surveyed to hear what the stakeholders are looking for in a new superintendent.

Trustee Ochodnický asked how long it would take to do a survey. Mr. Bennett recommended to release a survey and allow the community at least two weeks to participate. The survey would take about ten minutes. Mr. Bennett said in the two weeks the survey is posted, the Board could conduct meetings to encourage public engagement and hear from stakeholders that way. Trustee Ochodnický asked if MASB would provide and conduct the survey. Mr. Bennett responded yes, if MASB is hired to do the search they would provide the survey. Mr. Bennett added that the internal search is going to account for 65% of the cost of the full search. Treasurer Quick asked if it is Mr. Bennett's recommendation to hold the survey first and then the internal search. Mr. Bennett responded that will be up to the Board. He said putting the survey out first could provide the Board guidance as to what type of candidate they should be looking for. For example, if one category of the survey is 'Familiarity with the district' and this category scores high among stakeholders, that would be an indication to the Board that the community would prefer an internal candidate that has history with the district. President Mowen asked if the survey and the internal post could take place at the same time. Mr. Bennett responded absolutely, and that is what he would recommend if the Board is trying to condense the search. The Board would collect internal applications while they also collect stakeholder input. The survey would then aid the Board in their decision if there are qualified internal candidates. Trustee Easlick asked if in Mr. Bennett's experience, do districts with qualified internal candidates tend to hire those candidates. Mr. Bennett said it varies; if nothing else the process needs to be transparent. He would recommend that even if the district has a qualified, interested internal candidate, that the candidate be interviewed in a public setting so that the Board can receive feedback from stakeholders and consider that feedback in the decision-making process. Mr. Bennett said that occasionally Boards will appoint a superintendent but then get pushback from the community and staff because they were not allowed a voice in the process. It is up to the Board to decide what will work for the district.

Mr. Bennett does not recommend that a Board conduct a superintendent search without a search firm. He said the process is complex and there are too many opportunities for the Board to violate the Open Meetings Act (OMA) without the intention to. Mr. Bennett said the Board does not have to hire MASB to do the search as there are other firms that can help.

Mr. Bennett said district policy will determine if the Board is required to do a 'Request for Proposals' to hire a search firm, although typically costs to hire a firm do not run that high. Mr. Bennett said in order to choose a search firm, the Board may collect proposals and choose from those proposals, or they may collect proposals and then set a meeting in which those firms present what they have to offer. The Board may also pick a firm they are familiar with. Mr. Bennett encouraged the Board to follow district policy.

In an external search, Mr. Bennett expects the OPS district to receive 10-15 applicants for this superintendent position. He expects that 7-8 of those applicants would be a viable candidate for the district, and the remaining candidates will probably not have the experience that OPS is

looking for. He repeated his sentiments from earlier in the evening that MASB recommends the district do an internal search first. Mr. Bennett told the Board that courtesy interviews are not a good practice. He said the Board should only interview candidates that are a serious consideration for the position.

Mr. Bennett explained to the Board that the OMA in Michigan makes it difficult for sitting superintendents that are looking for an opportunity to put themselves out there. If a sitting superintendent is interested in another position and they proceed through the application process to not receive the job, that superintendent has to come before their Board and community and explain why they wanted to leave their district. Mr. Bennett explained many Boards are understanding of a superintendent looking to expand their opportunities, and while it is not easy to lose a superintendent to a better job offer, it is relatively normal.

Mr. Bennett said approximately 35% of vacancies are filled by current sitting superintendents and the rest by building principals and front-line staff.

Mr. Bennett estimates the cost of the superintendent search for the OPS district would range from \$5,500 to \$7,500. Cost factors that are considered by search firms are: experience and maturity of the Board, community involvement, challenges and opportunities, and compensation range.

Mr. Bennett explained to the Board that it is MASB's recommendation that every part of the search take place in an open meeting. MASB's practice when it comes to discussion of applicants is that MASB promises anonymity up to the point that a candidate accepts an interview. Mr. Bennett said that if there is a large pool of applicants, including internal applicants, then it may be good practice to go into closed session solely to discuss internal candidates, and then return to open session to review the rest of the candidate pool. Mr. Bennett explained the reason for that is it is much easier for Board member to accidentally reveal information about an internal applicant simply because the Board member is familiar with them.

Mr. Bennett said the Board may decide to have candidates participate in pre-employment behavioral testing. This is more data for the Board to consider. The tests would be provided by the search firm and the results may be discussed by the Board in a closed session. If the results of those tests are discussed in an open meeting, the Board may violate a confidentiality agreement or HIPPA laws.

Mr. Bennett continued with the discussion around confidentiality. Mr. Bennett asked the Board to consider that building principals and building level administrators that apply for the position and do not receive an offer still have to return to their building, their staff, and students. Mr. Bennett said the more confident a candidate is in the confidentiality of the Board's process, the more likely they are to apply. He encouraged complete confidentiality until the accepted interviews. He asked the Board to refrain from 'checking out' candidates until the interviews are accepted. Mr. Bennett advised each Board member make their initial impression of candidates just based on their application materials. He encouraged Board members to not research, or Google, candidates prior to interviews as that may influence their opinion about the candidate. He encouraged Board members to trust that the search firm will vet candidates ahead of time.

Mr. Bennett said the search firm will often break up candidates into tiers. The top tier will be candidates that most exemplify what the Board is looking for, and the bottom tier will be candidates that either don't meet all the qualifications or candidates that presented some red flags during the search firm's research.

Mr. Bennett asked the Board to remember that all materials on paper that are related to the search are subject to the Freedom of Information Act (FOIA). Mr. Bennett said all notes taken on interview packets should be G-rated and appropriate because it is all subject to FOIA.

Mr. Bennett reviewed common 'Danger Zones' with search firms. Mr. Bennett advised that the Board stay away from 'targeted searches' in which the search firm tells the Board of a single candidate that would work for them. Mr. Bennett said these targeted searches can create disasters because if the recommended candidate doesn't work out, then there is no one to fall back on. Mr. Bennett said another danger zone is inviting candidates out to dinner to get to know them. Unless the Board plans on inviting the entire community to a dinner, then it would be a violation of the OMA. Mr. Bennett also advised against Board members reaching out to candidates during the search process. Most postings for superintendent positions will include a line item asking candidates to not reach out to Board members directly. Mr. Bennett said that is another potential OMA violation. Mr. Bennett advised the Board to not do the search themselves as that work load will often fall on someone in the district.

The search process typically takes about 13-15 weeks, although it can be condensed or expanded depending on the Board's needs. Mr. Bennett suggested that if the Board moves to a full external search, then the posting should be left up for at least four weeks, ideally closer to six weeks. Mr. Bennett explained the search firms need time to recruit candidates and for many applicants, it may be the first time they are applying for a position in a long time and will need time to polish up their applications materials. External candidates may also need time to prepare their family for relocation.

Mr. Bennett explained to the Board that during the search phase the search firm will prepare a timeline, prepare salary comparisons, they will draft a preliminary posting, facilitate stakeholder input sessions, release the survey, and they will start advertising the opening. The preliminary posting is notification to interested candidates to start getting their application materials together. The Board will then approve the timeline and the process, set the salary range for the job, approve the preliminary posting, identify the stakeholder groups that will be involved, promote the input sessions as a district, and will communicate the process to the community. The district staff will post the meetings, post the preliminary posting on the website, arrange the stakeholder feedback sessions, promote the online survey, and promote the open session.

During the planning phase, or the first Board workshop, the Board will review roles and responsibilities, review the timeline, discuss the posting information, and review the compensation. During the preparation phase the Board will put together their ideal candidate profile, and the profile will be added to the posting. The profile will help candidates decide if the position is right for them, and help candidates put together the proper application materials. Mr. Bennett said the salary range should be agreed upon before the search begins and should be

included the posting. Mr. Bennett said he will not allow a Board to go below their lowest salary offer, however Boards may go above their ceiling if they so choose. The bottom range needs to be honored. To choose a salary range, Mr. Bennett advised the Board to compare salaries from similarly sized districts. The contract of the previous superintendent should be consulted, and the district's legal team should review the new contract. Ideally, the contract should be ready to go by the time the Board narrows down the applicant pool to two candidates. This ensures the Board is not starting from scratch once negotiations begin.

Mr. Bennett said a lack of transparency results in distrust and a deep sense of insecurity. The Board needs to ensure they are as transparent as possible and that they comply with the OMA in every step of the process. Mr. Bennett said people will support what they help create and the Board will want to provide avenues for input while also maintaining the Board's role in the decision-making process. Stakeholder perspective is essential to get outcomes that must be carefully planned for. If the Board neglects to engage their stakeholders, then the district will have a common point of failure. Mr. Bennett advised the online survey, focus groups, and feedback forms after each interview are great ways to provide for stakeholder engagement. The Board may also provide question cards to audience members after the second interviews in which stakeholders can write down questions, the questions are then given to the Board president, and those questions may then be asked of the candidate. Additional opportunities for feedback are public comment periods at Board meetings, emails from community and staff members, public shout-outs, etc.

In the recruitment phase, the search firm will market the position, will contact potential candidates, will receive and pre-screen applications, check references, and will continue in that cycle until candidates are selected. In the Board recruitment workshop, the search firm will provide a status update to the Board, will discuss the stakeholder input, and will talk about how they are promoting the position. The search firm will compile and present input to the Board, draft the selection criteria, post the selection criteria, continue to promote the opening, recruit candidates, and continue to research candidates. During this time, the Board will consider stakeholder input, will revise and improve the selection criteria, will begin working on the contract language, and any candidates that reach out to the Board during this time will be redirected to the search firm. If the Board has a candidate they would like to apply, the Board may ask the search firm to reach out to that candidate. During this phase, the district will post meetings, will post the selection criteria, will continue to promote the opening, and direct candidates to the search firm. Mr. Bennett advised the Board to create a webpage specifically for the purpose of the search linked off the main page that will include the link to the survey, the meeting dates, dates of interviews, the job description, and all related search information.

Mr. Bennett shared with the Board that there is research to suggest that interviews are the least reliable indicator of success in the entire process. Anyone can look up superintendent interviews and absolutely knock an interview out of the park from that research alone, but their application materials may show a lack of experience. Conversely, a candidate may have all necessary qualifications and the experience the Board is looking for, but the interview goes poorly. Mr. Bennett asked the Board not to automatically dismiss a candidate that interviews poorly but

looks great on paper, because he said everyone has bad days and superintendent interviews can put enormous pressure on individuals as they are potentially interviewing in front of the entire community. Mr. Bennett said the best indicator of success in a future role is success in a past similar role. Mr. Bennett advised the Board to ask questions that focus on what the candidate has done, not what they think they would do. Mr. Bennett advised the Board against open-ended questions and advised against asking the candidate to put together a 90-day plan. Mr. Bennett said 90-day plans may be too grandiose to live up to, and then the candidate is perceived as a failure. Interviews can not replace reference checks and due diligence checks of their background. Mr. Bennett said the Board may choose to give the interview questions to the candidates ahead of time. Candidates will know to expect questions about their experience and curriculum, about school finance, about discipline of employees, and so on. If the Board gives the candidates the questions a day or two before the interview the candidate can better prepare themselves and collect their thoughts. The Board is more likely to hear well thought out answers and the interviews are more likely to go smoothly.

The first-round interviews will be very controlled. The same questions will be asked of all the candidates to provide consistency in the decision-making process. Mr. Bennett said the Board may choose to do first round interviews over two evenings, or they could choose to do first-round interviews over the course of one day. Mr. Bennett recommends the Board split the interviews to allow the Board to be fresh and attentive for each interview. During this phase, the search firm will screen candidates, facilitate the winnowing process, assist with interview prep and background checks, notify candidates about interviews, and collect community input. The Board will be responsible for reviewing the resumes prior to the workshop, identify desired candidates and firm up contract language. The district will ensure confidentiality, post the meetings, request the professional conduct check and manage the facility logistics.

The second-round interviews usually include the two best candidates and may include a tour of the district. Second interviews are usually more casual and more conversational. The Board will encourage the candidate to talk more about their strengths, and the Board will ask follow-up questions. The search firm will facilitate the selection of finalists, notify the candidates, assist the Board with interview prep, collect the community interview questions, collect the community input, and help plan the site visit. The Board will identify finalists, clear up contract language, identify questions, conduct the interviews, consider community questions, and consider community input. The district will post the meetings, post the press releases, and manage logistics. Mr. Bennett said Board members should feel free to research candidates between the first and second interviews and share any concerns with the search firm. Mr. Bennett advised the Board that as soon as candidate names are released, the Board should expect to receive feedback of various kinds from various stakeholders. He suggested the Board send all candidate feedback to the search firm, and the search firm will help determine the validity of the feedback.

During the decision-making process, the Board will coalesce around the candidate that they think will be the most successful. The Board will offer the position contingent upon the agreement, the Board will negotiate the agreement, and then there will be a public announcement of the chosen candidate. Some indicators of success would be leadership context, cognitive function and past

performance. As the Board begins the decision-making process, the search firm will make itself available for questions. The Board will decide on a candidate and offer the position. The Board will vote on the superintendent contingent upon the agreement. The district will post the meetings, post the press releases, and work with Human Resources on starting the onBoarding process. The search firm should facilitate a post-search workshop and should also check-in with the new superintendent periodically. The new superintendent should take an active part in their onBoarding process, participate in the post-search workshop, and work with the Board to establish expectations. Mr. Bennett also has a list of retired superintendents that he will often ask to check-in with new superintendents across the state. MASB also provide a small gift to new superintendents.

Mr. Bennett said that if the Board chooses MASB to conduct the search, he recommends the Board have MASB facilitate the first superintendent evaluation. It is an effective process especially for first-time superintendents.

President Mowen expressed concern regarding a search that lasts until July 1, as the district would be without a superintendent and without a CFO. Mr. Bennett responded that it is a tough situation. Most building level leaders will want to finish out the school year, and if the Board condenses the search, he expects to see candidates ask if the Board can extend their start date to July 1 anyway.

President Mowen asked how the Board should hire an interim superintendent. Mr. Bennett said the ideal interim superintendent is a retired superintendent who is willing to come in a couple days a week and work with the district to keep everything moving. The second choice for an interim superintendent is a staff member in the district who is not interested in the permanent position. Mr. Bennett explained that if the Board chooses an interim superintendent who is interested in and qualified for the position, then this may deter outside candidates from applying.

President Mowen asked if the RESD could provide an interim superintendent. Mr. Bennett responded it is a temporary fix, as the county superintendent already has a full plate.

President Mowen asked if MASB could provide a list of retired superintendents who are willing to be an interim superintendent. Mr. Bennett said he would provide that list to the Board. Mr. Bennett said pay for an interim will depend on how many days/hours a week the Board would like the interim to work and will also depend on the contract language of the superintendent role. Mr. Bennett said that if the Board chooses an internal staff member to take on the interim role, then the Board will want to consider paying that person a stipend as they are taking on the superintendent tasks as well as their own workload. Mr. Bennett suggested the Board recruit an interim sooner rather than later.

The Board announced a special meeting on February 7, 2024 at 5:30pm to continue the superintendent search discussion, to hear further from MASB on the superintendent search, and hear guidance on hiring an interim superintendent. The meeting will be held in the Washington Campus gymnasium at 645 Alger St, Owosso Michigan.

Treasurer Quick asked if a lack of a CFO will impact the district's ability to hire an interim superintendent. Mr. Bennett responded he does not believe that the lack of CFO will affect the interim superintendent position.

Trustee Ochodnický, Secretary Krauss, President Mowen, and Treasurer Quick all expressed confidence in MASB to do the search, and said MASB did a wonderful job facilitating the last superintendent search in Owosso.

Treasurer Quick moved to hire MASB to conduct the superintendent search for Owosso Public Schools, Trustee Easlick supported the motion. Motion carried unanimously.

Mr. Bennett thanked the Board for their confidence in MASB, and informed the Board he has a consultant in mind that will do a great job for the district.

Board Comments

Trustee Ochodnický appreciates that the Board took the time to hear from MASB. She said tonight's presentation and discussion were extremely informative. She is relieved that the Board is employing MASB for the search.

Trustee Henne thanked Mr. Bennett for his thorough presentation. Trustee Henne has full confidence that MASB will do a great job. He said time is of the essence considering the open leadership positions in the district. Trustee Henne believes the Board can both be speedy and thorough in their search process.

Secretary Krauss thanked Mr. Bennett for his presentation. He is looking forward to the search process and being transparent with community.

Treasurer Quick thanked Mr. Bennett for his presentation and the invaluable information. She thanked the central office staff for keeping the district afloat while without a CFO and now without a superintendent. She looks forward to moving the district forward.

Trustee Easlick thanked Mr. Bennett and Mrs. Frayer for her presentation. He thanked Dr. Dwyer, Mr. Brooks, and central office staff for stepping up and keeping the district moving. He appreciates the patience of all staff as the Board works through the search process.

Public Participation

President Mowen stated that the Board of Education is a public body and recognizes the value of public comment on education issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

The following participants addressed the Board:

- Tom Manke

- John Pappas

Adjournment

Moved by Quick, supported by Easlick to adjourn at 7:36 p.m. Motion carried unanimously.

Minutes recorded by Brooke Barber.

Respectfully submitted,

Ty Krauss, Secretary

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-108**

FOR ACTION

Subject:

Policy Amendment 4405 -R – Reduction in Force and Recall

Statement of Purpose/Issue:

Resolve that the Board of Education amend: **4405 -R – Reduction in Force and Recall** that was adopted on January 24, 2024.

Facts / Statistics:

This policy addresses PERA amendments making teacher layoff and recall a mandatory bargaining subject and RSC Section 1248 amendments requiring clear and transparent procedures for teacher layoff and recall decisions. The Board will need to select optional language in section A, 1, d ‘Reduction in Force and Recall for Classroom Teachers’ and A, 2, a ‘Teacher Recall Process’.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Series 4000: District Employment

4400 Professional Staff

4405-R Reduction in Force and Recall (Effective July 1, 2024)

This Policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede any inconsistencies with this Policy unless contrary to state or federal law.

A. Reduction in Force and Recall for Classroom Teachers

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy guides the implementation of that statute.

1. General Provisions

- a. The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.
- b. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy [insert Board Policy # that addresses Professional Staff Performance Evaluation].
- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
 - i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.

- i. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
 - B) Based on documentation on file with the Superintendent's office.
 - 1) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
 - 2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - B) Credentials needed for District, school, or program accreditation;
 - C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - E) Disciplinary record, if any;
 - F) Length of service in a grade level(s) or subject area(s);
 - G) Recency of relevant and comparable teaching assignments;
 - H) Previous effectiveness ratings;
 - I) Attendance and punctuality;
 - J) Rapport with colleagues, parents, and students;

- K) Ability to withstand the strain of teaching;
 - L) Compliance with state and federal law; and
 - M) Other relevant factors as determined by the Superintendent or designee.
- iv. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
 - A) Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
 - B) A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - C) Failure to maintain current contact information may negatively impact the teacher's recall.
 - v. Teacher reductions and recalls are by formal Board action.
 - vi. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
 - vii. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.
 - viii. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- d. Teacher reduction in force decisions will be implemented by the following:
 - i. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the factors set forth in this Policy.
 - ii. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Policy.
 - iii. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher

has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position consistent with Policy [insert Board Policy # that addresses Professional Staff Assignment and Transfer] unless the Superintendent or designee determines that the District's educational interests would not be furthered by that assignment.

- iv. If more than 1 teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Policy [insert Board Policy # that addresses Professional Staff Assignment and Transfer], unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.

- v. [Choose Option 1 or 2:]

[Option 1: If the reduction or recall decision involves more than 1 teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Option 2: If the reduction or recall decision involves more than 1 teacher and multiple teachers and all factors distinguishing those teachers from each other are equal, the Board may approve and implement a tiebreaker mechanism using a discrete part(s) of the evaluation system. For example, if the reduction or recall decision involves more than one teacher and all factors distinguishing those teachers from each other are equal, the teacher with the higher year-end effectiveness score reflected in the [insert Board preference] portion of the evaluation will have preference for reduction or recall, as applicable. If this year-end effectiveness score is also tied, seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Optional: At least 30 calendar days' notice of reduction in force will be provided, absent extenuating circumstances.]

2. Teacher Recall Process

- a. A teacher is eligible for recall under this Policy for [] months [recommended: 12] from the date the District implemented the reduction in force.
- b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

- c. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Policy [insert Board Policy # that addresses Professional Staff Assignment and Transfer].
- d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - i. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Policy [insert Board Policy # that addresses Professional Staff Assignment and Transfer]; or
 - ii. Post the vacancy and consider all applicants if the Superintendent determines that:
 - A) the District's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position, considering the factors in Policy [insert Board Policy # that addresses Professional Staff Assignment and Transfer]; or
 - B) no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
- e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
- f. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
- g. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

If a collective bargaining agreement or individual employment contract governs reduction in force or recall, the Superintendent or designee will adhere to the applicable language.

B. Reduction in Force and Recall of Non-Teaching Professionals Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Non-Teaching Professionals, the Superintendent will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

C. Unemployment Compensation

A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1248, 380.1249, 380.1532

Date adopted:

Date revised:

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-109**

FOR ACTION

Subject:

New Policy 4404- Performance Based Compensation

Statement of Purpose/Issue:

Resolve that the Board of Education adopt: **New Policy 4404-Performance Based Compensation**

Facts / Statistics:

Address the repeal of RSC Section 1250 and amendment to SSAA Section 164h regarding teacher merit pay.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Series 4000: District Employment

4400 Professional Staff

4404 *Performance Based Compensation* [Optional Policy]

The Superintendent or designee may implement a performance based compensation system for Professional Staff. This Policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede any inconsistencies with this Policy unless contrary to state or federal law.

Legal authority: MCL 380.11a

Date adopted:

Date revised:

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-110**

FOR ACTION

Subject:

New Policy 4503-R Performance Evaluation

Statement of Purpose/Issue:

Resolve that the Board of Education adopt: **New Policy 4503-R Performance Evaluation**

Facts / Statistics:

Address RSC Section 1249 and 1249b amendments regarding administrator evaluation. This policy will replace current policy 1420 School Administrator Evaluation. *Adoption of this policy will not go into effect until July 1, 2024.*

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Series 4000: District Employment

4500 Administrators/Supervisors

4503-R Performance Evaluation (Effective July 1, 2024)

Performance evaluations of Administrators are an essential element of providing quality educational services and measuring an employee's competency. This Policy does not alter the Board's authority or ability to terminate an Administrator's employment during the term of an individual employment contract or to non-renew an Administrator's contract at the end of the contract's term. This Policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede any inconsistencies with this Policy unless contrary to state or federal law.

A. Building Level and Central Office Instructional Administrators

The Superintendent or designee will ensure that building level and central office Administrators who are regularly involved in instructional matters are evaluated consistent with a performance evaluation system under Revised School Code Sections 1249 and 1249b. This performance evaluation system will include, if appropriate, the following:

1. an annual evaluation process that meets statutory standards and is based on objective criteria;
2. an annual evaluation by the Superintendent or designee, unless the Administrator qualifies for a biennial evaluation. This paragraph does not preclude more frequent Administrator evaluations as determined necessary by the Superintendent or designee;
3. an individualized improvement plan if the Administrator is rated developing or needing support or if performance deficiencies are noted;
4. student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
5. an evaluation and feedback provided in writing with an overall effectiveness rating of effective, developing, or needing support;
6. dismissal of an Administrator rated ineffective or needing support on 3 consecutive evaluations;
7. opportunity for an Administrator rated needing support to request a review consistent with Revised School Code 1249b;
8. a mentor for an Administrator for the first 3 years in which the Administrator is in a new administrative position;

9. a midyear progress report each year that the administrator is evaluated that includes specific performance goals for the remainder of the year and any recommended training identified by the evaluator;
10. for a building level administrator's evaluation, the evaluator will visit the school building where the administrator works, review the building level school administrator's school improvement plan, and observe classrooms with the administrator to collect evidence of school improvement plan strategies being implemented and the impact the school improvement plan has on learning;
11. an evaluation tool approved by the MDE, a modified MDE tool, or a local evaluation tool adopted in compliance with Revised School Code Sections 1249 and 1249b;
12. website posting of required information pertaining to the evaluation tool;
13. appropriate training for evaluators; and
14. other components that the Superintendent or designee deems relevant, important, or in the District's best interest.

B. Non-Instructional Administrators, Supervisors, and Directors

The Superintendent or designee may evaluate Non-Instructional Administrators, Supervisors, and Directors based on the appropriate evaluation instrument as determined by the Board and consistent with any applicable collective bargaining agreement or individual employment contract. An individual improvement plan may be implemented to remediate and enhance employee performance.

Legal authority: MCL 380.11a, 380.601a, 380.1249, 380.1249b

Date adopted:

Date revised:

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-111

FOR ACTION

Subject:

New Policy 4409-R- Non-Renewal

Statement of Purpose/Issue:

Resolve that the Board of Education adopt **New Policy 4409-R- Non-Renewal**

Facts / Statistics:

Address the RSC Section 1249 amendments regarding amendments to TTA. This policy will replace current policy 3139 Staff Discipline and 3220 Professional Staff Evaluation. *Adoption of this policy will not go into effect until July 1, 2024.*

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Series 4000: District Employment

4400 Professional Staff

4409-R Non-Renewal (Effective July 1, 2024)

For purposes of this Policy, “non-renewal” of a probationary teacher refers to the discontinuation of the employment relationship between the Board and a probationary teacher at the expiration of the probationary year following the process set forth in the Teachers’ Tenure Act.

Teachers must serve a probationary period as required by the Teachers’ Tenure Act. A probationary teacher’s contract may be non-renewed for performance-based reasons or any other lawful reason.

This Policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede any inconsistencies with this Policy unless contrary to state or federal law.

A. Probationary Period

1. A probationary teacher rated developing, or needing support may be subject to non-renewal consistent with the Teachers’ Tenure Act. To attain tenure, a probationary teacher must be rated effective (after July 1, 2024) or highly effective (before July 1, 2024) on the teacher’s 3 most recent year-end annual performance evaluations and serve at least 4 full school years. A teacher’s probationary period may extend beyond 4 years .
2. For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a 2-year probationary period, unless the Board acts to reduce the teacher’s probationary period.
3. [Optional: Unless otherwise provided by a collective bargaining agreement or individual employment contract:
 - a Non-Teaching Professionals who are not subject to the Teachers’ Tenure Act are subject to [Choose one: 4 or 5] years of probationary service and may be non-renewed or terminated at-will by the Board; and
 - b After [Choose one: 4 or 5] years, the non-probationary Non-Teaching Professional may be non-renewed or terminated for any reason that is not arbitrary or capricious, subject to due process.]

B. Non-renewal

1. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the Teachers’ Tenure Act. This Policy shall be implemented consistent with that statute.

2. Before non-renewing a probationary teacher, the probationary teacher must receive written notice of the Superintendent's or designee's recommendation for non-renewal and the time, date, and place of the Board meeting at which the Board will consider the recommendation. The recommendation for non-renewal will state the reason(s) for the recommendation and may include supporting documentation.
 3. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year (June 30) except as provided in subsection 4 below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.
 4. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.
- C. The probationary teacher will be provided an opportunity to address the Board in open or closed session and respond to the Superintendent's or designee's recommendation to non-renew.
- D. The Board must take action in open session on the recommendation to non-renew the probationary teacher.
- E. The probationary teacher must be served with written notice of the Board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the Teachers' Tenure Act. The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of a notice of non-renewal. The appeal must be filed with the State Tenure Commission within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the Teachers' Tenure Act should also be included with the notice.

Legal authority: MCL 38.81 et seq., 38.91 et seq.

Date adopted:

Date revised:

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-112**

FOR ACTION

Subject:

New Policy 4504- Performance Based Compensation

Statement of Purpose/Issue:

Resolve that the Board of Education adopt: **New Policy 4504- Performance Based Compensation**

Facts / Statistics:

Address the repeal of RSC Section 1250 and amendment to SSAA Section 164h regarding teacher merit pay.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Series 4000: District Employment

4500 Administrators/Supervisors

4504 *Performance Based Compensation for Administrators/Supervisors* [Optional Policy]

The Superintendent or designee may implement a performance based compensation system for Administrators, Supervisors, and Directors. This Policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede any inconsistencies with this Policy unless contrary to state or federal law.

Legal authority: MCL 380.11a

Date adopted:

Date revised:

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
February 7, 2024
Report 23-113**

FOR ACTION

Subject:

Retainer – School Attorneys

Recommendation:

Resolve that the Owosso Board of Education retain Thrun Law Firm, P.C. as the District’s attorneys.

Facts:

Owosso Public Schools have a long-standing association with this law firm. The majority of school districts in Michigan retain the Thrun Law Firm. Thrun has proven to be a valuable resource to the Board and the Administration over the course of the relationship.

Motion
Seconded
Vote – Ayes Nays Motion